

State of South Carolina

GREENVILLE COUNTY, S. C.

1580 764

Mortgage of Real Estate

County of GREENVILLE

SEP 17 2 17 PM '82

THIS MORTGAGE made this

17th day of September

1982

by Lewis W. Gosnell, Jr.

(hereinafter referred to as "Mortgagor") and given to BANKERS TRUST OF S. C.

(hereinafter referred to as "Mortgagee"), whose address is POST OFFICE BOX 867, GREER,

SOUTH CAROLINA 29651

WITNESSETH:

THAT WHEREAS, Lewis W. Gosnell, Jr.

is indebted to Mortgagee in the maximum principal sum of Twenty Thousand Four Hundred Eight and 20/100 Dollars (\$ 20,408.20 ), which indebtedness is evidenced by the Note of Lewis W. Gosnell, Jr. of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is September 18, 1990 after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 20,408.20 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL those pieces, parcels or lots of land, situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, being known and designated as Lots 3, 4 and 5 of Holtzclaw Estates as shown on a plat of Holtzclaw Estates recorded in Plat Book GG at pages 147 in the R.M.C. Office for Greenville County and according to said plat as having the following metes and bounds, to-wit:

BEGINNING on the bank of Old Spartanburg Road and intersection of the bank of Holtzclaw Road, and running along the bank of Old Spartanburg Road N. 38-10 E. 190 feet to the joint front corner of Lots 2 and 3, thence N. 53-22 W. 192.9 feet, thence N. 58-48 W. 123.6 feet, thence S. 26-24 W. 216.2 feet to the bank of Holtzclaw Road, thence down Holtzclaw Road S 68-06 E. 100 feet, S. 56-18 E. 174.9 feet to the beginning corner.

This conveyance is subject to the Protective covenants recorded in Deed Book 552 at page 283 in the RMC Office for Greenville County. This conveyance is junior to that certain real estate mortgage given to Jim Walter Homes, Inc. by Lewis W. Gosnell, Jr. on November 11, 1975 and recorded November 24, 1975 in Mortgage Book 1354 at page 331 in the RMC Office for Greenville County.

This conveyance is the identical property conveyed to Lewis W. Gosnell, Jr. by deeds of Marion W. Fore, Jr. and Caroline E. Fore on September 24, 1975 and recorded November 12, 1975 in Deed Book 1027 at page 92 and of C. H. Gosnell and Nena Gosnell on October 23, 1970 and recorded October 28, 1970 in Deed Book 901 at page 339 in the RMC Office for Greenville County.

CCIC SEP 17 82 057

STATE OF SOUTH CAROLINA DOCUMENTARY STAMP TAX \$ 08.20

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon, and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto).

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